Chris and Rhonda Blotzer 717 Sunrise Avenue Waupun, WI 53963

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US BANGRUPTCY COURT
EASTERN DISTRICT OF WI

February 23, 2018

United States Bankruptcy Court Judge Susan V. Kelly 517 East Wisconsin Ave., Room 126 Milwaukee, WI 53202

Re Chapter 13 Case No. 17-29213-svk

Honorable Judge Kelly,

We are thankful for the opportunity to make objection to the claim made by Associated Bank regarding the chapter 13 hearing. Rebecca Garcia is the appointed trustee in this hearing.

Our objection is based on the following:

- 1) Associated Bank held the mortgage note prior to Colonial Bank and sold the servicing rights to Colonial Bank in violation of the terms in the mortgage note and federal law.
- 2) After three hearings Colonial Bank was unable to prove valid security interest due to the illegitimacy of the mortgage note and non-existing documents.
- 3) As you likely recall from the last hearing, Colonial Bank, who had been servicing the note for the past ten years, suspiciously shuffled the mortgage note back to Associated Bank just prior to our last hearing. We believe Colonial forced Associated to take the mortgage note back because it is invalid. We also believe Colonial was attempting to avoid being caught for attempted fraudulent foreclosure of our home and for overcharging us in taxes and for disability insurance coverage that did not exist.
- 4) Associated Bank's subsequent claim presented to the court on February 14, 2018, is false because they do not have valid security interest to substantiate proof of claim. The original

and secondary mortgages are is invalid because they are incomplete, missing signatures, and are missing the federally required Certificate of Occupancy.

- 5) The terms for allowing the transfer of the mortgage note were never signed by us, making all loan transfers illegal.
- 6) Our former counsel, Atty. Pittman copied us with the mortgage note sent to the court by Associated Bank as purported proof of claim. His comment was "This is defiantly lacking in clarity and in the breakdown." Despite federal requirement, neither Colonial nor Associated has provided financial breakdown because they have been overcharging taxes, and charging for a mortgage disability policy that had not been in effect for approximately five years.
- 7) HUD and the federal courts recently discovered that both Colonial and Associated Banks had committed fraud and extortion and as a result have been further investigated, indicted, and fined.
- 8) A person claiming to be from Associated Bank illegally trespassed on our property whom we discovered leering in our windows. This incident frightening my family and was reported to the Waupun police department. This is an illegal act during an active Chapter 13 proceeding where payments are current. When confronted, the man lied saying he was checking to ensure the utilities were on even though he could have called the utility company and could blatantly see that we were living in the home.
- 9) Our mortgage funds were wrongly dispersed to the builder without the lender verifying the house was assembled and inspected for safe occupancy. This was done in egregious violation of the mortgage agreement.
- 10) The mortgage lender never ensured a Certificate of Occupancy was issued. The certificate is required by federal law and mandated by Associated Bank's own policies for mortgage processing. Without the certificate, our home cannot be legally occupied, rented, sold privately, or sold through a Sheriff's auction.
- 11) Due to the lender processing the mortgage without the required inspection, the property has many code violations that have risked my family's safety and resulted in our family becoming severely sickened from mold and sewer gases. The violations were discovered by our expert, documented by a state licensed municipal inspector, and the health issues are now documented by our medical doctors.

12) The code violations resulted in a temporary reassessment of approximately half of its value, and our home is now being considered for reassessment at \$0.00 due to the costs of demolition and reconstruction exceeding the value of the property.

We are with hope that Associated Bank will withdraw their claim for the note and home equity loan, and offer to make us whole for the injustice that ultimately brought us to this point of financial ruin.

At this juncture, we are requesting an extension to allow us time to obtain counsel for countersuit, or for you to otherwise assist as you see fit with the power of the court.

Our sincere thanks for your time in this matter,

Chris and Rhonda Blotzer

SHIP DATE: 23FEB18 ACTWGT: 0.50 LB CAD: 111517217/INET3980

BILL SENDER

JUDGE SUSAN V. KELLY UNITED STATES BANKRUPTCY COURT 517 EAST WISCONSIN AVE. ROOM 126

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